

MAY 11 2005

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

TIME A.M. _____
P.M. _____

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TRISTA NORDSTROM, an infant under the age of
18 years by her father and natural guardian, Dennis
Nordstrom,

Plaintiff,

-against-

CITY OF NEW YORK and NEW YORK CITY
POLICE OFFICER WILLIAM PANISS,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

FILED

04-CV-1994(SJ) IN CLERK'S OFFICE
(CLP) ★ DISTRICT COURT E.D.N.Y. ★

MAY 23 2005

P.M. _____
TIME A.M. _____

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WHEREAS, Dennis Nordstrom commenced this action by filing a complaint on
or about May 14, 2004, alleging that Trista Nordstrom's civil and state common law rights were
violated; and

WHEREAS, defendants City of New York and William Paniss have denied any
and all liability arising out of plaintiff's allegations; and

WHEREAS, Trista Nordstrom (hereinafter "plaintiff") reached the age of 18 in
November of 2004; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff Trista Nordstrom the
SUM OF THIRTY-TWO THOUSAND FIVE HUNDRED (\$32,500.00) DOLLARS in full

satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against William Paniss, any present or former employees and agents of the City of New York, and the City of New York from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 14, 2005

Duane C. Felton, Esq.
Attorney for Plaintiff
805 Castleton Avenue
Staten Island, N.Y. 10310

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants City of New York
and Paniss
100 Church Street, Room 3-189
New York, N.Y. 10007
(212) 788-1029

By: *Duane C. Felton*

(DF 3777)

By: *Leah A. Bynon*

Leah A. Bynon (LB8324)
Assistant Corporation Counsel

SO ORDERED:

s/SJ

U.S.D.J.